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SEP 06 2007

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10 Attorneys for Defendant CONTINENTAL
11 CASUALTY COMPANY, incorrectly sued
12 as CONTINENTAL CASUALTY INSURANCE
13 COMPANY

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF LOS ANGELES - UNLIMITED JURISDICTION

16 SUPERVALU, INC., dba NEW
17 ALBERTSON'S, INC.,

18 Plaintiffs,

19 v.

20 WEXFORD UNDERWRITING
21 MANAGERS, INC., et al,

22 Defendants.

CASE NO. LC 076533

**AMENDED STIPULATION AND
PROTECTIVE ORDER GOVERNING
DISCLOSURE OF CONFIDENTIAL
MATERIALS**

23 IT IS HEREBY STIPULATED among plaintiff SuperValu, Inc. dba New Albertson's,
24 Inc. and defendants Wexford Underwriting Managers, Inc., TIG Insurance Company, and
25 Continental Casualty Company (collectively "the parties"), each by and through their counsel,
26 that:

27 1. In connection with discovery proceedings in this action, the parties may designate
28 medical records of claimants in workers' compensation claims and proceedings, or testimony or
other information derived from such medical records, as "Confidential" under the terms of this
Stipulation and Stipulated Protective Order (hereinafter "Order"). Such Confidential information
is information which has not been made public other than in connection with the workers'
compensation claims themselves. The parties desire to keep confidential, to the extent
reasonably possible, medical records and reports which potentially implicate privacy rights

1 of affected workers, and to prevent information sensitive to the defense of the underlying claims
2 from being revealed to claimants or their counsel.

3 2. In connection with discovery proceedings in this action, certain non-parties,
4 including the California Department of Industrial Relations, may designate financial information,
5 audit information, and claims information, as defined by Cal. Admin. Code tit. 8, § 15405, as
6 "Confidential" under the terms of this Order. The non-parties and the parties desire to keep
7 confidential, to the extent reasonably possible, such financial information, audit information, and
8 claims information.

9 3. By designating a document, thing, material, testimony or other information
10 derived therefrom as "Confidential," under the terms of this stipulation, the parties and any non-
11 parties signing Attachment A, are certifying to the court that there is a good faith basis both in
12 law and in fact for the designation.

13 4. Confidential documents shall be so designated by stamping copies of the
14 document produced to a party with the legend "CONFIDENTIAL." Stamping the legend
15 "CONFIDENTIAL" on the cover of any multipage document shall designate all pages of the
16 document as confidential, unless otherwise indicated by the producing party. When an entire file
17 folder is stamped "CONFIDENTIAL," all documents within that file folder are designated
18 confidential.

19 5. Material designated as "Confidential" under this Stipulation, the information
20 contained therein, and any summaries, copies, abstracts, or other documents derived in whole or
21 in part from material designated as confidential (hereinafter "Confidential Material") shall be
22 used only for the purposes of the prosecution, defense, or settlement of this action, and for no
23 other purpose.

24 6. Confidential material produced pursuant to this Stipulation may be disclosed or
25 made available only to the Court, to counsel for a party (including the paralegal, clerical, and
26 secretarial staff employed by such counsel), and to the "qualified persons" designated below:
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1 1. in-house counsel or claims personnel of a party, or an officer, director, or
2 employee of a party deemed necessary by counsel to aid in the prosecution, defense, or settlement
3 of this action;

4 2. experts or consultants (together with their clerical staff) retained by such
5 counsel to assist in the prosecution, defense, or settlement of this action;

6 3. court reporter(s) employed in this action;

7 4. a witness at any deposition or other proceeding in this action; and

8 5. any other person as to whom the parties in writing agree.

9 7. Prior to receiving any Confidential material, each "qualified person" shall be
10 provided with a copy of this Stipulation and shall execute a nondisclosure agreement in the form
11 of Attachment B, a copy of which shall be provided forthwith to counsel for the parties.

12 8. Depositions shall be taken only in the presence of qualified persons.

13 9. Nothing herein shall impose any restrictions on the use or disclosure by a party of
14 material obtained by such party independent of discovery in this action, whether or not such
15 material is also obtained through discovery in this action, or from disclosing its own Confidential
16 material as it deems appropriate.

17 10. In the event that any Confidential material is used in any court proceeding in this
18 action, it shall not lose its confidential status through such use, and the party using such shall
19 take all reasonable steps to maintain its confidentiality during such use.

20 11. This Stipulation shall be without prejudice to the right of the parties (i) to bring
21 before the Court at any time the question of whether any particular document or information is
22 confidential or whether its use should be restricted or (ii) to present a motion to the Court for a
23 separate protective order as to any particular document or information, including restrictions
24 differing from those as specified herein. This Stipulation shall not be deemed to prejudice the
25 parties in any way in any future application for modification of this Stipulation. This Stipulation
26 shall be effective between the parties irrespective of whether the Court executes this Stipulation
27 and Proposed Order.

28

1 12. This Stipulation is entered solely for the purpose of facilitating the exchange of
2 documents and information between the parties to this action and certain nonparties without
3 involving the Court unnecessarily in the process. Nothing in this Stipulation nor the production
4 of any information or document under the terms of this Stipulation nor any proceedings pursuant
5 to this Stipulation shall be deemed to have the effect of an admission or waiver by either party or
6 of altering the confidentiality or nonconfidentiality of any such document or information or
7 altering any existing obligation of any party or the absence thereof.

8 13. This Stipulation shall survive the final termination of this action, to the extent that
9 the information contained in Confidential material is not or does not become known to the public,
10 and the Court shall retain jurisdiction to resolve any dispute concerning the use of information
11 disclosed hereunder. Upon termination of this case, counsel for the parties shall assemble and
12 return to each other all documents, material and deposition transcripts designated as confidential
13 and all copies of same, or shall certify the destruction thereof.

1 DATED: September 4, 2007

SEDGWICK, DETERT, MORAN & ARNOLD LLP

2
3 By: 

BRUCE D. CELEBREZZE

BRIAN D. HARRISON

SETH W. WIENER

Attorneys for Defendant, Cross-Complainant and
Cross-Defendant CONTINENTAL CASUALTY
COMPANY, incorrectly sued as CONTINENTAL
CASUALTY INSURANCE COMPANY

4
5
6
7
8 DATED: September 4, 2007

BINGHAM McCUTCHEN LLP

9
10 By: 

ROBERT LEWIS

CHRISTINE HOVERMAN

Attorneys for Defendant WEXFORD
UNDERWRITING MANAGERS, INC.

11
12
13 DATED: September __, 2007

KNAPP, PETERSON, & CLARKE

14
15 By: _____

GWEN FREEMAN

Attorneys for Plaintiff and Cross-Defendant
SUPERVALU, INC.

16
17
18 DATED: September __, 2007

SAMUELSEN, GONZALEZ, VALENZUELA, &
BROWN

19
20
21 By: _____

HARVEY S. BROWN

Attorneys for Plaintiff and Cross-Defendant
SUPERVALU, INC.

22
23
24 DATED: September __, 2007

ROTH LAW FIRM

25
26 By: _____

JAMES ROTH

Attorneys for Defendant and Cross-Defendant TIG
INSURANCE COMPANY

1 DATED: September __, 2007

SEDGWICK, DETERT, MORAN & ARNOLD LLP

2
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DATED: September 5, 2007

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By: _____

HARVEY S. BROWN

Attorneys for Plaintiff and Cross-Defendant

SUPERVALU, INC.

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DATED: September 4, 2007

ROTH LAW FIRM

25

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By: _____

JAMES ROTH

Attorneys for Defendant and Cross-Defendant TIG

INSURANCE COMPANY

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ATTACHMENT A

The undersigned hereby acknowledges that he (she) has read the Second Stipulation and Protective Order ("Protective Order") entered on _____, _____, in the civil action entitled *Supervalu, Inc. dba New Albertson's Inc. v. Wexford Underwriting Managers, Inc.*, Case No. LC 076533, before the Superior Court of California in the County of Los Angeles and understands its terms. The undersigned agrees that by designating a document, thing, material, testimony or other testimony derived therefrom as "Confidential", under the terms of the Protective Order, that there is a good faith basis both in law and in fact for the designation and thereby represents the same to the court.

Dated:

By:

ATTACHMENT B

The undersigned hereby acknowledges that he (she) has read the Second Stipulation and Protective Order ("Protective Order") entered on _____, _____, in the civil action entitled *Supervalu, Inc. dba New Albertson's Inc. v. Wexford Underwriting Managers, Inc.*, Case No. LC 076533, before the Superior Court of California in the County of Los Angeles, understands its terms, agrees to be bound by each of those terms, and agrees to subject himself or herself personally to the jurisdiction of this Court for the purposes of enforcement. Specifically, and without limitation upon such terms, the undersigned agrees not to use or disclose any CONFIDENTIAL Materials or information made available to him (her) other than in accordance with the Protective Order.

Dated:

By:

1 The relief set forth on the foregoing pages, pages numbered 1 through 5 is hereby **ORDERED**.

2 SEP 11 2007

RICHARD ADLER

3 Dated: September __, 2007

JUDGE OF THE SUPERIOR COURT

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Supervalu, Inc., v. ...ford Underwriting, et al.
Los Angeles Superior Court, Case No. LC 076533

0035-001688

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Sedgwick, Detert, Moran & Arnold LLP, One Market Plaza, Steuart Tower, 8th Floor, San Francisco, California 94105. On September 5, 2007, I served the within document(s):

**AMENDED STIPULATION AND PROTECTIVE ORDER GOVERNING
DISCLOSURE OF CONFIDENTIAL MATERIALS**

- ☐ FACSIMILE - by transmitting via facsimile the document(s) listed above to the fax number(s) set forth on the attached Telecommunications Cover Page(s) on this date before 5:00 p.m.
- ☒ MAIL - by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at San Francisco, California addressed as set forth below.
- ☐ PERSONAL SERVICE - by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.
- ☐ OVERNIGHT COURIER - by placing the document(s) listed above in a sealed envelope with shipping prepaid, and depositing in a collection box for next day delivery to the person(s) at the address(es) set forth below via .

Gwen Freeman, Esq.
KNAPP, PETERSEN & CLARKE
500 North Brand Boulevard, 20th Floor
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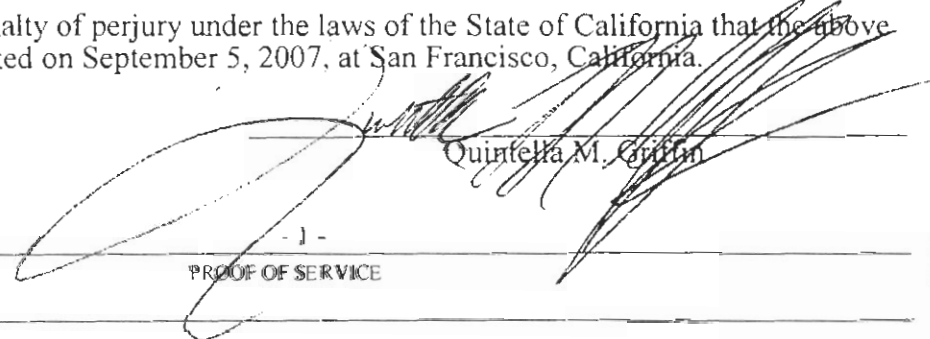
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I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on September 5, 2007, at San Francisco, California.


Quintella M. Griffin

- 1 -
PROOF OF SERVICE

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6 Attorneys for Defendant
TRANSCONTINENTAL INSURANCE COMPANY

8 UNITED STATES DISTRICT COURT
9 NORTHERN DISTRICT OF CALIFORNIA

10 FREDERICK MEISWINKEL, INC., a
11 California corporation

12 Plaintiff,

13 v.

14 TRANSCONTINENTAL INSURANCE
15 COMPANY, a New York corporation; and
DOES through 100, inclusive,

16 Defendants.

CASE NO. C 07-05064 EMC

**DEFENDANT TRANSCONTINENTAL
INSURANCE COMPANY'S
DECLINATION TO PROCEED BEFORE A
MAGISTRATE JUDGE AND REQUEST
FOR REASSIGNMENT TO A UNITED
STATES DISTRICT JUDGE**

17
18 REQUEST FOR REASSIGNMENT TO A UNITED STATES DISTRICT JUDGE

19 Defendant Transcontinental Insurance Company hereby declines to consent to the
20 assignment of this case to a United States Magistrate Judge for trial and disposition and hereby
21 requests the reassignment of this case to a United States District Judge.

22 DATED: October 16, 2007 SEDGWICK, DETERT, MORAN & ARNOLD LLP

23
24
25 By: /s/ Dean J. McElroy
26 Bruce D. Celebrezze
27 Dean J. McElroy
28 Attorneys for Defendant
TRANSCONTINENTAL INSURANCE
COMPANY